

Thomas C. Scannell (TX 24070559)
tscannell@gardere.com
GARDERE WYNNE SEWELL LLP
1601 Elm Street, Suite 3000
Dallas, Texas 75201-4761
Telephone: (214) 999-4289
Facsimile: (214) 999-3289

ATTORNEYS FOR RREF CB SBL ACQUISITIONS, LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

IN RE: §
§ **Chapter 11**
MIS TRES PROPERTIES, LLC, §
291 Windmill Ranch Road § **Case No. 15-50356-CAG**
Spring Branch, Texas 78070, §
§
Debtor. §

NOTICE OF DEPOSITION

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, made applicable herein by Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure, and the *Objection of Mis Tres Properties, LLC to the Claim of RREF CB SBL Acquisitions, LLC* [Docket No. 29] (“**Objection**”) filed by Mis Tres Properties, LLC (the “**Debtor**”) on July 10, 2015, RREF CB SBL Acquisitions, LLC (“**RREF**”), by and through its counsel in this case, Gardere Wynne Sewell LLP, will take the deposition of Mr. Jaime Garcia, in his capacity as the Debtor’s designated corporate representative (“**Deponent**”), on matters set forth on **Exhibit A** attached hereto.

The deposition will take place on **Friday, September 4, 2015, beginning at 8:00 a.m.** at the offices of Langley & Banack, Inc., 745 East Mulberry, Suite 900, San Antonio, TX 78212, or at such other time and place as the parties may agree. The deposition will be taken before a qualified notary public or before some other officer authorized by law to administer oaths. The

deposition will be recorded by stenographic means. The deposition may also be recorded by audio/visual means.

Dated: August 20, 2015

Respectfully submitted,

GARDERE WYNNE SEWELL LLP

/s/ Thomas Scannell

Robert T. Slovak (TX 24013523)

Rachel Kingrey (TX 24068616)

Thomas Scannell (TX 24070559)

Matthew Pyeatt (TX 24086609)

1601 Elm Street, Suite 3000

Dallas, Texas 75201

Telephone: 214-999-4685

Facsimile: 214-999-3685

rslovak@gardere.com

rkingrey@gardere.com

tscannell@gardere.com

mpyeatt@gardere.com

**ATTORNEYS FOR RREF CB SBL
ACQUISITIONS, LLC**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on August 20, 2015, a true and correct copy of the foregoing document was served on the parties set forth below via the method described below.

/s/ Thomas Scannell

Thomas Scannell

Mis Tres Properties, LLC c/o counsel of record via ECF: William R. Davis, Jr. Langley & Banack, Inc 745 E Mulberry Ave, Suite 900 San Antonio, TX 78212 (210) 736-6600 Fax : (210) 735-6889 Email: wrDavis@langleybanack.com	Jaime Garcia c/o counsel of record via ECF: William R. Davis, Jr. Langley & Banack, Inc 745 E Mulberry Ave, Suite 900 San Antonio, TX 78212 (210) 736-6600 Fax : (210) 735-6889 Email: wrDavis@langleybanack.com	Anastacia Garcia c/o counsel of record via ECF: William R. Davis, Jr. Langley & Banack, Inc 745 E Mulberry Ave, Suite 900 San Antonio, TX 78212 (210) 736-6600 Fax : (210) 735-6889 Email: wrDavis@langleybanack.com
United States Department of Justice Office of the United States Trustee Via ECT: USTPRregion07.SN.ECF@usdoj.gov	Hidalgo County c/o counsel of record via ECF: austin.bankruptcy@publicans.com	Brooks County c/o counsel of record via ECF: austin.bankruptcy@publicans.com

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EXHIBIT A

Deponent is to testify regarding all aspects of the following subjects:

1. Any and all Communications among or between any combination of (as applicable) the Debtor, Jaime Garcia, Anastacia Garcia, The Laredo National Bank, Compass Bank, and/or RREF (including their respective predecessors, successors, and assigns) from the initial communications among/between such parties through the date of this Notice of Deposition.
2. The factual allegations asserted in the Objection and any evidence in support thereof.
3. Any and all loans, indebtedness, guarantees, and any other form of credit extended to Debtor, Jaime Garcia, and/or Anastacia Garcia (as applicable) from The Laredo National Bank, Compass Bank, and/or RREF (including their respective predecessors, successors, and assigns).
4. Any and all property pledged as collateral to secure performance of any and all loans, indebtedness, guarantees, and any other form of credit extended to Debtor, Jaime Garcia, and/or Anastacia Garcia (as applicable) from The Laredo National Bank, Compass Bank, and/or RREF (including their respective predecessors, successors, and assigns).
5. Any and all documents executed, prepared, and/or delivered in connection with (i) any and all loans, indebtedness, guarantees, and any other form of credit extended to Debtor from The Laredo National Bank, Compass Bank, and/or RREF (including their respective predecessors, successors, and assigns); and (ii) any and all property pledged as collateral to secure performance of any and all such loans, indebtedness, guarantees, and any other form of credit extended to Debtor from The Laredo National Bank, Compass Bank, and/or RREF (including their respective predecessors, successors, and assigns).
6. Any and all activity, history, payments, credits, offsets, and other value exchanged by and/or among any combination of (as applicable) the Debtor, Jaime Garcia, Anastacia Garcia, Laredo National Bank, Compass Bank, and/or RREF (including their respective predecessors, successors, and assigns) in connection with and/or related in any way to any and all loans, indebtedness, guarantees, and any other form of credit extended to Debtor, Jaime Garcia, and/or Anastacia Garcia (as applicable) from The Laredo National Bank, Compass Bank, and/or RREF (including their respective predecessors, successors, and assigns).
7. Any and all details in connection with and/or in any way related to any and all transfers, conveyances, sales, assignments, and other forms of ownership change of any interest of any and all property pledged as collateral to secure performance of any and all loans, indebtedness, guarantees, and any other form of credit extended to Debtor, Jaime Garcia, and/or Anastacia Garcia (as applicable) from The Laredo National Bank, Compass Bank, and/or RREF (including their respective predecessors, successors, and assigns).

8. Any and all collection activity taken by The Laredo National Bank, Compass Bank, and/or RREF (including their respective predecessors, successors, and assigns) against Debtor, Jaime Garcia, and/or Anastacia Garcia (as applicable) in connection with any and all loans, indebtedness, guarantees, and any other form of credit extended to Debtor, Jaime Garcia, and/or Anastacia Garcia (as applicable) from The Laredo National Bank, Compass Bank, and/or RREF (including their respective predecessors, successors, and assigns).
9. Any and all pending legal, equitable, and/or administrative legal proceedings among any combination of (as applicable) The Laredo National Bank, Compass Bank, RREF (including their respective predecessors, successors, and assigns), Debtor, Jaime Garcia, and/or Anastacia Garcia (as applicable) in connection with any and all loans, indebtedness, guarantees, and any other form of credit extended to Debtor, Jaime Garcia, and/or Anastacia Garcia (as applicable) from The Laredo National Bank, Compass Bank, and/or RREF (including their respective predecessors, successors, and assigns).

NOTICE OF DEPOSITION – EXHIBIT A